The promisor is, therefore, basically liable for any objective failure to perform, regardless of the reasons for the failure. The promisor is not exempted merely by proving that the failure to perform was not due to his fault. Only proof that the failure to perform was due to the effect of an impediment outside his control can relieve him. Article 79 makes the inability to control a risk a general principle of exemption.


Referring Principles:

VI.3 - Force majeure